

**CITY OF HIGH POINT
GUILFORD COUNTY
NORTH CAROLINA**

**DECLARATION OF COVENANTS
AND
ANNEXATION AGREEMENT**

THIS DECLARATION AND AGREEMENT, MADE THIS THE _____ day of _____, 20____, by and between _____ (Property Owners)

(Hereinafter referred to as "owner"), and the City of High Point, a Municipal Corporation, of the State of North Carolina, (Hereinafter referred to as "City"):

WITNESSETH

WHEREAS, the Owner is seized in fee simple of certain real property located outside the corporate limits of the City of High Point; and

WHEREAS, the Owner desires to have the City provide water and/or sewer service to the below described property; and

WHEREAS, the City agrees to provide water and/or sewer service to the Owner pursuant Sections 8-2-26 and 8-2-69 or as amended of the City of High Point Code of Ordinances and the Water and Sewer Utility Extension Policy of the City of High Point.

NOW, THEREFORE, the Owner, in consideration of the mutual covenants contained herein, hereby declares and agrees that following described real property is and shall be held, transferred, sold, and conveyed subject to covenants and agreements hereinafter set forth. The property being more particularly described as follows:

All that certain lot or parcel of land situated in _____ Township, _____ County, North Carolina, and more particularly described as follows:

1. The City to provide water and/or sewer to the owner under the terms, conditions, and restrictions of the North Carolina General Statutes and the City of High Point Ordinances and policies then in existence; and
2. The Owner agrees and declares his intentions to be annexed into the City of High Point at such future date as said property shall become contiguous to the municipal limits of the City of High Point or at the time the City Council determines in its sole discretion that the City can provide municipal services to the property. The Owner shall execute any and all documents required to accomplish the annexation.
3. The Owner agrees that the property shall not be further divided or subdivided to create more lots or principal building sites until the property is within the corporate limits of the City of High Point.

4. The Owner agrees that, following thirty (30) days notice from the City, the water and/or sewer service shall be terminated by the City if the Owner shall fail to perform the above covenants or agreements as they become due.
5. The Owner agrees to not oppose or support opposition to an annexation initiated by the City of High Point that includes any or all the property to which water and sewer service was provided by the City of High Point in lieu of annexation.
6. The Owner acknowledges that water and sewer service shall be provided based on the City's outside rate schedule.
7. The designation "Owner" as used herein shall include the parties, heirs, successors, and assigns and shall include singular, plural, masculine, feminine, or neuter as required by context.

IN WITNESS WHEREOF, the Owner has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

_____ Owner	_____ Owner
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Partnerships and Corporations

_____ Name of Partnership or Corporation	(Corporate Seal)
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By _____ Partner/Authorized Officer	Attest _____ Secretary
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COUNTY OF _____
NORTH CAROLINA

I, _____, a notary public of said county, do hereby certify that the above signed owners personally appeared before me this day and acknowledged the execution of the forgoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 20____.

(Official Seal)	_____ Notary Public
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My Commission expires: _____

(For Corporation)

COUNTY OF _____
NORTH CAROLINA

I, _____, a notary public of said county, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the forgoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary.

Witness my hand and official stamp or seal, this ____ day of _____, 20____.

(Official Seal)

Notary Public

My Commission expires: _____
